
OFFICIAL NOTICE OF SALE

**LOUISVILLE/ JEFFERSON CONTY METRO GOVERNMENT
PARKING AUTHORITY OF RIVER CITY INC.**

\$ _____ * First Mortgage Revenue Bonds, Series 2010B

Electronic Bids, as Described Herein
Will Be Accepted Until
__:__ a.m., Eastern Time, January __, 2009**

* Subject to change both before and after award as provided in this Official Notice of Sale.

** Subject to change before the sale date and time as provided in this Official Notice of Sale.

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BiDCOMP/PARITY[®]

Customer Service

(212) 404-8102

Thompson Prospectus

Client Service

(212) 404 8104

OFFICIAL NOTICE OF SALE

PARKING AUTHORITY OF RIVER CITY INC.

**\$ _____ * First Mortgage Revenue Bonds, Series 2010B
(Federally Taxable – Build America Bonds – Direct Payment)**

NOTICE IS HEREBY GIVEN that electronic bids will be received on the date and up to the time specified below:

SALE DATE: January __, 2010**

SALE TIME: __:__ a.m. Eastern Time**

ELECTRONIC BIDS: Must be submitted through **PARITY**[®] as described below.

No other form of bid or provider of electronic bidding services will be accepted.

Bids will be received for the purchase of all, but not less than all, of the \$ _____ * First Mortgage Revenue Bonds, Series 20 10B (Federally Taxable – Build America Bonds – Direct Payment), (the “Bonds”) to be issued by the Louisville/Jefferson County Parking Authority of River City Inc. (the “Authority”). The Bonds are more particularly described in the Preliminary Official Statement dated relating to the Bonds, available at the i-Deal Prospectus website, www.i-dealprospectus.com. Prior to accepting bids, the Authority reserves the right to change the principal amount of the Bonds being offered, to change the terms of the Bonds, to postpone the sale to a later date, or to cancel the sale based on market conditions. Notice of a change or cancellation will be announced via the Thomson Municipal News wire at www.tm3.com not later than Noon, Eastern Time, on the day preceding the bid opening. Such notice will specify the revised principal amount or other revised feature, if any, and any later date selected for the sale, which may be postponed or cancelled in the same manner. If the sale is postponed, a later public sale may be held at the hour and place and on such date as communicated on at least forty-eight (48) hours notice via the Thomson Municipal News wire at www.tm3.com. Consideration of the bids and the award will be made by the Authority on the Sale Date (as set forth above and in the Bidding Parameters table herein). The Authority also reserves the right to adjust the principal amount of the Bonds offered, to eliminate maturities, or to cancel the sale of the Bonds after the bids are opened as further described herein. See, ADJUSTMENT OF AMOUNTS AND MATURITIES.

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** Subject to change before the sale date and time as provided in this Official Notice of Sale.

BIDDING PARAMETERS TABLE*

INTEREST		PRICING	
Dated Date:	Date of Delivery	Max. Aggregate Bid Price:	_____ %
Anticipated Delivery Date:	_____, 2010	Min. Aggregate Bid Price:	_____ %
Interest Payment Dates:			
First Interest:	_____, 2010	Max. Reoffering Price (each maturity):	_____
Coupon Multiples:	1/8 or 1/20 of 1%	Min. Reoffering Price (each maturity):	_____ %
Maximum Coupon:	_____ %		
Minimum Coupon:	NA		
Maximum TIC:	NA	PROCEDURAL	
		Sale Date:	January __, 2009
PRINCIPAL		Bid Submission:	Electronic bids through PARITY only
Optional Redemption:		All or None?	Yes
Post-bid Principal Increases		Bid Award Method:	Lowest TIC
Each Maturity:	15%		
Aggregate:	10%	Bid Confirmation:	Fax Signed PARITY screen
Post-bid Principal Reductions	15%	Awarding of Bid:	On the sale date by the Authority
Each Maturity:			
Aggregate:	10%	Good Faith Deposit:	\$____; Certified Check or Surety bond required prior to bid
Term Bonds:	Any two or more consecutive maturities may be designated as term bonds; Must have sinking fund installments equal to date and amount shown on amortization schedule.	Insurance:	May be purchased by the bidder at its option and cost

* If numerical or date references contained in the body of this Official Notice of Sale conflict with the Bidding Parameters Table, the Bidding Parameters Table of this Official Notice of Sale shall control. Consult the body of this Official Notice of Sale for a detailed explanation of the items contained in the Bidding Parameters Table, including interpretation of such items and methodologies used to determine such items.

Principal Maturities (_____ 1):

[illegible]

THE BONDS

The Bonds will be issued in fully registered, book-entry only form, without coupons, will be dated as of the Dated Date set forth in the Bidding Parameters Table, will be issued in denominations of \$5,000 or integral multiples thereof, and will bear interest from their Dated Date until paid or duly called for redemption at the annual rate or rates specified by the successful bidder, subject to the limitations specified below, payable as shown on the Bidding Parameters Table. Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Bonds must meet the minimum and maximum coupon and pricing criteria shown in the Bidding Parameters Table on a maturity and aggregate basis.

The Bonds will mature on the month and day, in the years and principal amounts shown on the Bidding Parameters Table as designated as serial bonds or as term bonds, subject in each case to adjustment to the extent permitted in this Official Notice of Sale.

DESIGNATION OF TERM BONDS

Bidders for the Bonds may, at their option, designate consecutive principal amounts (as such principal amounts may be adjusted in accordance herewith) payable on or after the maturity set forth in the Bidding Parameters Table to be combined into term bonds as set forth in the Bidding Parameters Table. Each such term bond designated will be subject to mandatory sinking fund redemption commencing on the principal payment date of the first year which has been combined to form such term bond and continuing on the principal payment date in each year thereafter until the stated maturity date of such term bond, which will be the last year combined to form such term bond. The amount redeemed in any year will be equal to the principal amount for such year as set forth in the principal maturities schedule set forth in the Bidding Parameters Table (as such principal amounts may be adjusted in accordance herewith). The Bonds to be redeemed in any year by mandatory sinking fund redemption will be redeemed at par. Bidders may specify one or more of such term bonds.

OPTIONAL REDEMPTION

Preliminary. Subject to change as described in the Bidding Parameters Table above.

The Series 2010B Bonds maturing on or after _____, 20__ are subject to redemption, at the option of the Board, on or after , 20__, in whole or in part, on any date, at par together with accrued interest to the redemption date.

Written notice of redemption shall be mailed to registered owners of the Series 2010B Bonds at least thirty days before the redemption date. While DTC or its nominee is the registered owner of the Series 2010B Bonds, the Authority shall send the notice of redemption to DTC, and the Authority shall not be responsible for mailing notices of redemption to Participants or Indirect Participants or to the Beneficial Owners of the Series 2010B Bonds. Any failure of DTC to mail such notice to any Participant will not affect the sufficiency or the validity of the redemption of the Series 2010B Bonds.

MANDATORY REDEMPTION

The Series 2010A Bonds due _____ 1, 2010, shall be subject to mandatory sinking fund redemption prior to maturity (said Series 201 0A Bonds to be selected in such manner as the Trustee may determine) at a redemption price of 100% of the principal amount thereof to be redeemed, plus interest to be accrued to the redemption date, on the dates and in the years and in the principal amounts as follows:

Date of Redemption	Principal Amount
	\$
	\$ (maturity)

EXTRAORDINARY REDEMPTION

The Trustee may, and upon written request of the registered owners of not less than 25% in aggregate principal amount of the bonds then outstanding under the Indenture, shall, declare the entire principal amount at the redemption date on the Series 201 0B Bonds to be immediately due and payable upon the occurrence of an "Event of Default" as described in the Indenture, subject, however, to rescission of such declaration and annulment of the default upon the remedying thereof.

EXTRAORDINARY OPTIONAL REDEMPTION

The Series 2010B Bonds are issued as federally taxable Build America Bonds, Direct Payment (the "Build America Bonds"). The Series 20 10B Bonds are subject to redemption prior to maturity at the option of the Company in whole or in part on any date in the event that the government of the United States of America evidences, in the sole judgment of the Company, by action or failure to act that it will not provide for direct payments to be made to the Company in an amount equal to or greater than thirty-five percent (35%) as to the Build America Bonds of the interest payable on the Series 20 10B Bonds on any Interest Payment Date. The redemption price (the "Extraordinary Redemption Price") will be equal to the greater of:

- (1) the principal amount of such Series 2010B Bonds to be redeemed; or
- (2) the sum of the present values of the remaining scheduled payments of principal and interest on the Series 201 0B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010B Bonds are to be redeemed, discounted to the date on which the Series 2010B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate, plus ___ basis points (___ %); plus, in each case, accrued interest on the Series 2010B Bonds to be redeemed to the redemption date.

The redemption price of any Build America Bonds to be redeemed at the option of the Company will be determined by an independent accounting firm, investment banking firm, or financial advisor retained by the Company at the

Company's expense to calculate such redemption price. The Bond Registrar and the Company may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

"Treasury Rate" means, with respect to any redemption date for any Build America Bonds, the U.S. Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life of the Build America Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the Build America Bonds to be redeemed.

The Bonds maturing on and after the maturity specified in the Bidding Parameters Table under "Optional Redemption" may be redeemed prior to their respective maturity dates at the option of the Authority on or after the permitted optional redemption date or dates, in whole or in part at any time at the redemption price or prices set forth in the Bidding Parameters Table under "Optional Redemption", together with any accrued interest thereon to the redemption date. Any Bonds maturing before the maturity specified in the Bidding Parameters Table under "Optional Redemption" will not be subject to optional redemption prior to their respective maturity dates.

Written notice of redemption shall be mailed to registered owners of the Bonds to be redeemed, at least forty-five (45) before the redemption date. While DTC or its nominee is the registered owner of the Bonds, the Authority shall send the notice of redemption to DTC; and, the Authority shall not be responsible for mailing notices of redemption to Participants or Indirect Participants or to the Beneficial Owners of the Bonds. Any failure of DTC to mail such notice to any Participant will not affect the sufficiency or the validity of the redemption of the Bonds.

SECURITY

The Series 2010B Bonds will be legal, valid and binding limited obligations of the Issuer in accordance with their terms. The Series 2010B Bonds and the interest thereon do not and shall not constitute an indebtedness of the Issuer or of Louisville Metro or the Commonwealth within the meaning of the Constitution and laws of the Commonwealth or a pledge of the faith and credit of the Issuer or Louisville Metro or the Commonwealth, but are and shall be payable solely from and secured on a parity with the outstanding, Series 2001 Bonds and Series 2002 Bonds, and the Series 2009 Bonds any parity bonds and notes issued hereafter under the terms of the Indenture, solely by the "Security" described below, and neither the Issuer, nor Louisville Metro, nor the Commonwealth is or shall be obligated to pay the Series 2010B Bonds except from the Security. The issuance of the Series 2010B Bonds shall not directly, indirectly or contingently obligate the Issuer, Louisville Metro or the Commonwealth to levy or to pledge any taxes whatsoever for the payment of the Series 2010B Bonds or to make any appropriation for such payment except from the Security.

The "Security" includes:

- (1) The Lease and Supplemental Lease, the rentals payable thereunder, and the Net Revenue (as hereinafter defined) pledged to secure the payment of such rentals. *See* "SOURCE OF PAYMENT - The Lease."
- (2) All right, title and interest of the Issuer and Louisville Metro in the Consolidated Project and all rents, profits and income derived therefrom. *See* "SOURCE OF PAYMENT - First Mortgage Lien."
- (3) All of the Issuer's rights and interest in any and all awards and payments, including without limitation insurance proceeds, together with any interest accrued thereon, and the right to receive the same, which may be made with respect to all or any part of the Consolidated Project as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any loss or damage to any building or other improvement or property constituting a part of the Consolidated Project, or (iv) any other

injury to or decrease in the value of the Consolidated Project.

(4) All moneys in the Funds and Accounts established under the Indenture, including the proceeds of Series 2010B Bonds, or any bonds ranking on a parity therewith (hereinafter collectively referred to as the "Bonds") and all investment income thereon. *See* "FLOW OF FUNDS".

In consideration of the purchase of bonds authorized under the Indenture and the obligations of the Trustee under the Indenture and Supplemental Indenture and to secure payment of the Bonds and interest thereon and the performance of the Issuer's obligations under the Bonds and the Indenture and the Supplemental Indenture, the Issuer in the Indenture conveys, pledges, assigns, mortgages and grants a security interest in the Security to the Trustee and its successors and assigns under the Indenture.

The foregoing lien is subject to Permitted Encumbrances. *See* "Appendix G - Summary of Certain Provisions of the Indenture and the Lease" to this Official Statement. The foregoing lien does not apply to amounts set aside for the payment of Bond Anticipation Notes or for payment of Bonds defeased but not yet fully paid and discharged, to the extent permitted by the Indenture. The foregoing lien does not apply to any of Louisville Metro's public parking meters, except to the extent of the Net Revenues therefrom.

[On July 3, 2008, the Issuer entered into an Agreement for Purchase and Sale of Real Estate (the "Agreement") with the Louisville Arena Authority, Inc., a no-stock, nonprofit Kentucky corporation, whereby the Issuer agreed to purchase from the Louisville Arena Authority, Inc. the Louisville Arena Parking Garage at a "Purchase Price" (as defined in the Agreement) equal to (a) the Agreed Price (as defined below) plus, (b) the amount of revenues from operation of the parking garage remaining, if any, after payment of reasonable and necessary operation costs of the parking garage, including the establishment of a reasonable maintenance reserve fund and payment of debt service on the Series 201 0B Bonds, a portion of the proceeds of which will be applied to fund a debt service reserve fund. The Agreed Price is to be paid at the closing of the parking garage less any periodic payments made by Issuer or already advanced by Issuer to the Louisville Arena Authority, Inc. pursuant to the terms of the Agreement. The portion of the Purchase Price payable under subsection (b) above shall be payable to the Louisville Arena Authority, Inc. annually on or before January 1 of each year (based on revenue and expenses in the preceding fiscal year). The revenues described in subsection (b) above (herein the "Excess Revenues") shall not be considered as part of Net Revenues of the Consolidated System, but are on-going payment of the Purchase Price of the Louisville Arena Parking Garage. The Agreed Price is \$. The Agreed Price may be adjusted pursuant to written change orders or other written agreements but only if agreed to by the Issuer.]

ADJUSTMENT OF AMOUNTS AND MATURITIES

Prior to the sale date, the Authority may cancel the sale of the Bonds or adjust the aggregate principal amount and the principal amount of any maturity of the Bonds. Notice of a change or cancellation will be announced via the Thomson Municipal News wire at www.tm3.com not later than Noon, Eastern Time, no later than the day preceding the bid opening.

After the receipt and opening of the bids for their purchase, the Authority may cancel the sale of the Bonds or adjust the aggregate principal amount and the principal amount of each maturity of the Bonds; provided that such adjustments are within the limitations set forth in the Bidding Parameters Table, calculated based on the applicable bid amount. The Authority will consult with the successful bidder before adjusting the amount of any maturity of the Bonds or canceling the sale of the Bonds; however, the Authority reserves the sole right to make adjustments, within the limits described above, or to cancel the sale of the Bonds. The Authority intends to notify the successful bidder, if any, of any adjustments made after the opening of the bids promptly and in any event not later than twenty-four (24) hours after the bid opening unless waived by the successful bidder. Adjustments within the limits described above will not relieve the successful bidder from its obligation to purchase all of the Bonds offered by the Authority, assuming the Authority has satisfied all other conditions of this Official Notice of Sale.

If the principal amount of any maturity of the Bonds is revised after the award, the interest rate and reoffering price (as a percentage of principal) for each maturity and the Underwriter's Discount on the Bonds as submitted by the successful bidder shall be held constant. The "Underwriter's Discount" shall be defined as the difference between the purchase price of the Bonds submitted by the bidder and the price at which the Bonds will be issued to the public, calculated from information provided by the bidder, divided by the par amount of the Bonds bid.

FORM AND PAYMENT

The Bonds will be issued in fully registered, book-entry only form and a bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York ("DTC"), registered in the name of its nominee, Cede & Co., and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the Bonds, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures adopted by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates with DTC, registered in the name of Cede & Co. Principal of, premium, if any, and interest on the Bonds will be payable by the Bond Registrar (as defined below) by wire transfer or in clearinghouse funds to DTC or its nominee as registered owner of the Bonds. Transfer of principal, premium, if any, and interest payments to the beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. Neither the Authority nor the Bond Registrar will be responsible or liable for payments by DTC to its participants or by DTC participants to beneficial owners or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. The successful bidder will be required to furnish to DTC within 7 days after the sale the customary underwriter's questionnaire and information as to each DTC participant and the Bonds to be held for it.

Principal of, and premium, if any, on the Bonds will be payable on surrender thereof at the principal office of paying agent and registrar (the "Bond Registrar") for the Bonds, on the month and day, in the years and amounts established in accordance with the award of the Bonds. Interest on the Bonds is payable on the dates shown in the Bidding Parameters Table. Interest payments on the Bonds will be mailed by the Bond Registrar on each interest payment date to the owners of the Bonds at the addresses listed on the registration books maintained by the Bond Registrar for such purpose. So long as DTC or its nominee is the registered owner of the Bonds, payments of principal, interest and any redemption premium on the Bonds will be made to DTC or its nominee.

PRELIMINARY OFFICIAL STATEMENT AND FINAL OFFICIAL STATEMENT

The Authority has authorized the preparation and distribution of a Preliminary Official Statement containing information relating to the Bonds. The Authority will furnish the successful bidder on the date of closing, with a certificate, in its usual form, of an official of the Authority, dated the date of the original issuance and delivery of the Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said official, the Official Statement does not contain an untrue statement of a material fact concerning the Authority or omit to state any material fact necessary in order to make the statements made therein concerning the Authority, in the light of the circumstances under which they were made, not misleading.

The Preliminary Official Statement, this Official Notice of Sale and any other information concerning the proposed financing will be available electronically at i-Deal's website, www.i-dealprospectus.com. Assistance in obtaining the documents will be provided by i-Deal's customer service at (212) 404-8104 or from Public Financial Management, Inc., 530 Oak Court Drive, Suite 160, Memphis, Tennessee 38117-3722, (901) 682-8356, daniell@pfm.com (Attention: Lisa Daniel) or Morgan Keegan & Company, Inc., 50N. Front Street, 16th Floor, Memphis, Tennessee 38103, (901) 5579-4393, kevin.thompson@morgankeegan.com (Attention: Kevin Thompson).

The Authority deems, for purposes of Securities and Exchange Commission Rule 15c2-12, its Preliminary Official Statement relating to the Bonds to be final as of its date, except for information permitted by that Rule to be omitted from the Preliminary Official Statement including the following information relating to the Bonds: the offering prices, interest rates, selling compensation, principal amount per maturity, delivery date, any other terms or provisions to be determined by competitive bidding, ratings, other terms depending on such matters and the identity of the underwriters. The Preliminary Official Statement is subject to amendment or modification as deemed necessary by the Authority. The Preliminary Official Statement is subject to revision and completion in a final Official Statement.

The Authority undertakes to provide a reasonable number of copies (not to exceed 200 copies) of a final Official Statement, which will be complete in all material respects up to the date of the original issuance and delivery of the Bonds, without cost to the successful bidder for the Bonds, no more than seven (7) business days after the date of the sale of the Bonds, such copies to be in sufficient quantity for the successful bidder to comply with Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board; provided that the successful bidder cooperates in providing information required to complete the final Official Statement.

If the Bonds are awarded to a syndicate, the Authority will designate the senior managing underwriter of the syndicate as its agent for purposes of distributing copies of the Final Official Statement to each participating underwriter. Any underwriter submitting a bid with respect to the Bonds agrees thereby that if its bid is accepted, it shall accept such designation and shall enter into an appropriate contractual relationship with all participating underwriters for the purpose of assuring the receipt and distribution by each participating underwriter of the Final Official Statement.

Notwithstanding the generality of the foregoing, by making a bid for the Bonds the successful bidder further affirmatively agrees to: [i] disseminate to all members of any underwriting syndicate copies of the Official Statement, including any supplements prepared by the Authority, [ii] promptly file a copy of the final Official Statement, including any supplements prepared by the Authority, with each nationally recognized Municipal Securities Information Repository and [iii] take any and all other actions necessary to comply with applicable rules of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board governing the offering, sale and delivery of the Bonds to ultimate purchasers.

CONTINUING DISCLOSURE

In order to assist bidders in complying with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule"), the Authority intends, for the benefit of the respective holders of the Bonds, to execute a Continuing Disclosure Certificate dated as of the date of original issuance of the Bonds (the "Disclosure Certificate"), setting forth the undertaking of the Authority to provide certain annual financial reports and notices of the occurrence of certain events, if material. A description of this undertaking, including certain limitations thereon, is set forth in the Preliminary Official Statement, and will also be set forth in the final Official Statement. The Authority will deliver the Disclosure Certificate at the closing of the Bonds. The Authority has never failed to materially comply with any continuing disclosure

obligations relating to any bonds for which the Authority was an “obligated person” within the meaning of the Rule.

TAX STATUS, LEGAL OPINION, CLOSING DOCUMENTS AND NO LITIGATION

The approving legal opinion of Frost Brown Todd LLC, Louisville, Kentucky, bond counsel, will be furnished without cost to the purchaser of the Bonds. A summary description of the tax treatment of the Bonds is contained in the Preliminary Official Statement under the heading “Tax Matters.” Interest on the Bonds will be excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The owners of the Bonds, however, may be subject to certain additional taxes or tax consequences arising with respect to ownership of the Bonds as more fully described in the Preliminary Official Statement. The proposed form of legal opinion of bond counsel is attached as an appendix to the Preliminary Official Statement.

In addition to the Disclosure Certificate described above under “Continuing Disclosure,” there will also be furnished the usual closing documents, including a certificate of the Authority dated the date of delivery of the Bonds, stating that there is no litigation pending or, to the knowledge of the Authority, threatened affecting the validity of the Bonds.

BIDDING PROCEDURE; OFFICIAL BID FORMS

Only electronic bids submitted via PARITY® will be accepted. No other provider of electronic bidding services will be accepted. No bid delivered in person or by facsimile directly to the Authority will be accepted. Bidders are permitted to submit bids for the Bonds during the bidding time period, provided they are eligible to bid as described under “ELIGIBILITY TO BID” below.

Each bid must be unconditional and received by PARITY® before the Sale Time set forth in the Bidding Parameters Table, accompanied by a financial surety bond, as a Good Faith Deposit as described under "GOOD FAITH DEPOSIT" below. No proposal to purchase the Bonds may be withdrawn after the deadline set for receiving bids. Prior to the deadline set for receiving bids, an eligible prospective bidder may, subject to any limitations which may be imposed by PARITY®, modify the proposed terms of its bid in which event the proposed terms last modified will constitute its bid for Bonds. At the deadline stated above for receiving bids, the bidding process will close and each bid shall then constitute an irrevocable offer to purchase the Bonds on the terms provided in the bid and this Official Notice of Sale.

ELECTRONIC BIDDING

Electronic bids may be submitted via PARITY® only. No other provider of electronic bidding services will be accepted. The use of PARITY® electronic bidding shall be at the bidder’s risk and expense, and the Authority shall have no liability with respect thereto. The Authority is using electronic bidding as a communications medium and solely as a courtesy to prospective bidders. PARITY® is not acting as the Authority’s agent. The Authority shall assume no responsibility or liability for bids submitted through such electronic bidding service provider. The Authority shall not be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, the any approved provider’s service. Without limiting the generality of the foregoing disclaimers, the Authority does not assume responsibility for any communications or negotiations between bidders and any electronic bidding service provider, or for any failure of such a provider to accurately or timely submit any electronic proposal.

Each electronic bid submitted via PARITY® shall be deemed an offer, in response to this Official Notice of Sale, and shall be binding on the bidder as if made by a signed, sealed bid delivered to the

Authority. The successful bidder must confirm such bid by a signed PARITY Bid Form and a signed statement of reoffering prices, both delivered by fax to the Authority (at (502) 574-6250, Attention Bruce Traugher, Director) no later than one hour after being notified by the Authority of being the winning bidder, the original of each of which must be received by the Authority on the following business day at the address shown above. Failure to deliver this written confirmation does not relieve the bidder of the obligation to purchase the Bonds.

Any electronic proposals shall be deemed to incorporate all of the provisions of this Official Notice of Sale. If any provision of this Official Notice of Sale conflicts with information provided by PARITY®, this Official Notice of Sale shall control. The Authority is not bound by any advice or determination of PARITY® as to whether any bid complies with the terms of this Official Notice of Sale. The time as maintained by PARITY® shall constitute the official time with respect to all bids submitted.

ELIGIBILITY TO BID

The Authority does not have a registration requirement for prospective bidders. However, it is the Authority's understanding that bidders submitting electronic bids to PARITY® as contemplated by this Official Notice of Sale must be contracted customers of the BidCOMP Competitive Bidding System and should promptly contact PARITY® directly at (212) 404-8102 for further information about PARITY®, including its current rules and fees, and the current procedure for becoming a contracted customer. Each bidder shall be solely responsible for making necessary arrangements to access an approved electronic bidding service provider for purposes of submitting such bidder's bid in a timely manner and in compliance with the requirements of the Authority pursuant to this Official Notice of Sale. The Authority shall have no duty or obligation to provide or assure such access to any bidder. Without limiting the generality of the foregoing, bidders submitting an electronic proposal must fulfill any requirements of the bidding service provider, if any, over and above the requirements of the Authority set forth in this Official Notice of Sale.

FORM OF BID, INTEREST RATES AND BID PRICES

All bids must conform to the requirements of this Official Notice of Sale. Bidders must bid to purchase all maturities of the Bonds. No bid will be considered which does not offer to purchase all of the Bonds. Each bid must specify (i) an annual rate of interest for each maturity, (ii) a reoffering price or yield for each maturity, and (iii) a dollar purchase price for the entire issue of the Bonds.

A bidder must specify the rate or rates of interest per annum per maturity, which the Bonds are to bear, to be expressed in the coupon rate multiples set forth in the Bidding Parameters Table. Any number of interest rates may be named, but the Bonds of each maturity must bear interest at the same single rate for all bonds of that maturity.

Each bid for the Bonds must meet the minimum and maximum coupon and pricing criteria shown in the Bidding Parameters Table on a maturity and aggregate basis.

Each bidder must specify, as part of its bid, the prices or yields at which a substantial amount (i.e., at least 10%) of the Bonds of each maturity will be offered and sold to the public. Reoffering prices presented as a part of the bids will not be used in computing the bidders' true interest cost. As promptly as reasonably possible after bids are received, the Authority will notify the successful bidder that it is the apparent winner.

MUNICIPAL BOND INSURANCE

Each bidder for the Bonds must specify, as part of its bid, whether a commitment for bond insurance

has been obtained by such bidder for all or a portion of the debt service on the Bonds and, if so, the amount of the premium for such insurance. The amount of any such premium must be included in the purchase price for the Bonds. The failure of a bidder to specify insurance in its bid will constitute a representation that the bidder has not obtained such an insurance commitment or that such insurance does not result in arbitrage true interest cost savings to the Authority. If an insurance commitment has been obtained and the insurance will produce arbitrage true interest cost savings to the Authority, such matters must be confirmed at the time the bidder is notified that it is the apparent winner, as described in "FORM OF BID, INTEREST RATES AND BID PRICES" above, and also with a certificate, and the successful bidder must furnish other related certificates from the insurer, satisfactory to the Authority in form and substance, delivered simultaneously with delivery of the Bonds. Qualification of insurance for the Bonds is borne by the bidder.

By purchasing a municipal bond insurance policy insuring payment of all or a portion of the debt service payable on the Bonds, the successful bidder agrees that it does so at its own risk and expense and the obligation of the successful bidder to pay for the Bonds shall not be conditioned on the issuance of such municipal bond insurance policy. The Authority will cooperate with the successful bidder in obtaining such insurance, but the Authority will not enter into any additional agreements with a bond insurer. Without limiting the generality of the foregoing, the successful bidder will be responsible for all costs, expenses and charges associated with the issuance of such insurance, including but not limited to the premium for the insurance policy as described above and any taxes related thereto, and excluding only the fees of Fitch Ratings, Moody's Investors Service, and Standard & Poor's Ratings Services.

AWARD OF BID

The Authority expects to award the Bonds to the winning bidder on the Sale Date. It is anticipated that all bids will be reviewed by the Chief Financial Officer of the Metro Government of Louisville/ Jefferson County at the time stated above and will be acted on following the opening, tabulation and verification of the bids received. The decision as to the award of the Bonds will be final. Bids may not be withdrawn prior to the award.

Unless all bids are rejected, the Bonds will be awarded by the Authority on the Sale Date to the bidder whose bid complies with this Official Notice of Sale and results in the lowest true interest cost to the Authority. The lowest true interest cost will be determined in accordance with the True Interest Cost ("TIC") method by doubling the semi-annual interest rate, compounded semi-annually, necessary to discount the debt service payments from the payment dates to the Dated Date of the Bonds and to the aggregate purchase price of the Bonds. If two (2) or more bidders offer to purchase the Bonds at the same lowest TIC, the Bonds may be apportioned between such bidders if it is agreeable to each of the bidders who have offered the price producing the same lowest TIC; provided, that if apportionment is not acceptable to such bidders, the Authority will have the right to award the Bonds to one of such bidders. There will be no auction.

RIGHT OF REJECTION

The Authority expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

DELIVERY AND PAYMENT

Delivery of the Bonds will be made by the Authority to DTC in book-entry only form, in New York, New York on or about the Delivery Date shown in the Bidding Parameters Table, or on or about such other date as may be agreed on by the Authority and the successful bidder.

At the time of delivery of the Bonds, payment of the amount due for the Bonds must be made by the successful bidder to the order of the Authority immediately available in Federal Funds or other funds immediately available to the Authority, or by such other means as may be acceptable to the Chief Financial Officer of the Authority. Any expense incurred in providing immediately available funds, whether by transfer of Federal Funds or otherwise, shall be borne by the purchaser.

RIGHT OF CANCELLATION

The successful bidder will have the right, at its option, to cancel its obligation to purchase if the Registration Agent fails to execute the Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder will be entitled to the return of the Good Faith Deposit accompanying its bid.

GOOD FAITH DEPOSIT

A Good Faith Deposit in the amount of \$_____ is required of the winning bidder only for the Bonds. The winning bidder for the Bonds is required to submit such Good Faith Deposit payable to the order of the Authority in the form of a wire transfer in federal funds as instructed by the City's Financial Advisor, Public Financial Management, Inc. The winning bidder shall submit the Good Faith Deposit not less than two hours after verbal award is made. The winning bidder should provide as quickly as it is available, evidence of wire transfer by providing the Authority the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the winning bidder may be rejected and the Authority may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to the same. If the winning bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is none the less obligated to pay to the Authority the sum of \$ as liquidated damages due to the failure of the winning bidder to timely deposit the Good Faith Deposit.

Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.

The Good Faith Deposit so wired will be retained by the Authority until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the good faith deposit will be retained by the Authority as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of the Official Notice of Sale and of its bid. No interest on the good faith deposit will be paid by the Authority. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

CUSIP NUMBERS; EXPENSES OF THE BIDDER

It is anticipated that CUSIP numbers will be assigned to each of the Bonds, but neither the failure to type or print such numbers on any of the Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds. The policies of the CUSIP Service Bureau will govern the assignment of specific numbers to the Bonds. No CUSIP

identification number shall be deemed to be a part of any Bond or a part of the contract evidenced thereby and no liability shall hereafter attach to the Authority or any of its officers or agents because of or on account of such numbers. The successful bidder will be responsible for applying for and obtaining, subject to the CUSIP Service Bureau policy and procedures, CUSIP numbers for the Bonds promptly upon award of the bid. All expenses of typing or printing CUSIP numbers for the Bonds will be paid for by the Authority; provided the CUSIP Service Bureau charges for the assignment of the numbers shall be the responsibility of and shall be paid for by the successful bidder.

All charges of The Depository Trust Company (DTC) and all other expenses of the successful bidder will be the responsibility of the successful bidder for the Bonds.

REOFFERING PRICE CERTIFICATE

Simultaneously with or before the delivery of the Bonds, and as a condition to the award and delivery of the Bonds, the successful bidder on behalf of itself and its syndicate or selling group shall certify to the Authority as to the following matters: (i) the bona fide initial or reoffering prices of the Bonds to the public, excluding bond houses, brokers and other intermediaries (as shown on the bidder's winning bid); (ii) that a substantial amount of the Bonds of each maturity have been sold to the public (excluding bond houses, brokers and other intermediaries) at such prices; and (iii) that the successful bidder affirmatively acknowledges that the Authority will rely on such certification in making the Authority's certification at closing with respect to, and otherwise complying with, the arbitrage provisions of the Internal Revenue Code. The reoffering prices described above may not be greater or less than the maximum and minimum reoffering prices set forth in the Bidding Parameters Table for both the entire issue and each maturity.

ADDITIONAL OBLIGATION OF SUCCESSFUL BIDDER

As a condition to the award of the Bonds (and to the Authority's obligation to deliver the Bonds pursuant to the bid of the successful bidder), the successful bidder agrees by submitting its bid that the successful bidder shall supply the names and tax identification numbers of the registered owners of beneficial interests in the Bonds to be delivered, and the denomination of each such Bond (\$5,000 or any multiple of \$5,000), not later than seven (7) days prior to the date of delivery, by written direction to the Bond Registrar for the Bonds.

ADDITIONAL INFORMATION

This Official Notice of Sale is not a summary of the terms of the Bonds. Reference is made to the Preliminary Official Statement for a further description of the Bonds and the Authority. Prospective investors or bidders for the Bonds must read the entire Preliminary Official Statement to obtain information essential to making an informed investment decision. Additional information concerning the matters discussed in this Official Notice of Sale, and copies of the Official Bid Form and Preliminary Official Statement may be obtained from C. Bruce Traughber, Director of the Authority, at (502) 574-6250 or bruce.traughber@loukymetro.org, or from Lisa Daniel, Public Financial Management, Inc., at (901) 682-8356 or daniell@pfi.com; or Kevin Thompson, Morgan Keegan & Co. at (901) 579-4393 or Kevin.thompson@morgankeegan.com

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

By _____
Chief Financial Officer

Dated: